

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ETHEREUM VENTURES LLC,

Plaintiff.

**ATTORNEY AFFIRMATION
FOR INQUEST SUBMISSION**

against-

Case No.: 1:19-cv-7949 (LLS)

CHET MINING CO LLC and CHET
STOJANOVICH,

Defendants.

BENJAMIN F. NEIDL, an attorney admitted to practice in this Honorable Court affirms under penalty of perjury the following:

1. I am of counsel to the law firm E. Stewart Jones Hacker Murphy LLP, attorneys for the plaintiff in the above-captioned matter. I respectfully submit this affirmation in relation to the upcoming damages inquest in this matter. I submit this Affirmation principally for the purpose of introducing certain procedural exhibits. This Affirmation is based upon my personal knowledge.

2. Our inquest submission also consists of the following papers, which we have filed simultaneously:

- a. The Affidavit of JohnPaul Baric with Exhibits, sworn to August 12, 2021;
- b. The Plaintiff's Memorandum of Law for Inquest Following Default Judgment dated August 12, 2021; and
- c. The plaintiff's Proposed Findings of Fact and Conclusions of Law.

3. The following Exhibits are annexed to this Affirmation, each of which is a true and accurate copy of the respective documents named below:

Exhibit 1: The Complaint filed August 26, 2019;

Exhibit 2: The defendants' Answer filed January 6, 2020;

Exhibit 3: The Court's Memo Endorsement dated February 7, 2020, granting the motion by Venable LLP to withdraw as defendants' counsel;

Exhibit 4: The Court's Order dated January 22, 2021 granting the motion by Morrison Cohen LLP to withdraw as defendants' counsel;

Exhibit 5: The Court's Order dated May 5, 2021;

Exhibit 6: The Clerk's Certificate of Default against both defendants, issued May 25, 2021;

Exhibit 7: The Default Judgment entered by the Court on July 9, 2021; and

Exhibit 8: The Court's Order dated July 12, 2021, scheduling the inquest.

4. I respectfully refer the Court to our Memorandum of Law for the legal premises for the requested damages.

5. For the reasons set forth therein and in the Memorandum of Law and the Baric Affidavit, the plaintiff is entitled to judgment against the defendants, jointly and severally, for the following principal damages:

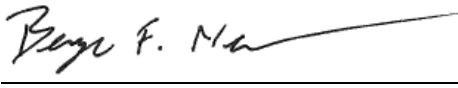
Compensation for the paid purchase price:	\$177,600.45
"Cover" damages:	\$196,536.00
<u>Lost profits:</u>	<u>\$255,036.28</u>

Total Principal Damages = **\$629,172.73**

6. As set forth in the Memorandum of Law, the plaintiff is also entitled to prejudgment interest at the rate of \$155.14 per day from the date this action was commenced (August 26, 2019) to the date the Court awards the monetary default judgment

Dated: August 12, 2021
Troy, New York

E. STEWART JONES HACKER MURPHY LLP

By: 

Benjamin F. Neidl
SDNY Bar No: BN5818
Attorneys for the Plaintiff
28 Second Street
Troy, N.Y. 12180
Tel. No.: (518) 274-5820